

INVESTIGATING THE TITLE

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in new building estates and small plots of land and it is not uncommon for land to be conveyed which differs extensively from the land pegged out on the site. The author knows of several cases where a deed of rectification has had to be entered into to put this matter right and knows of at least one case where a house was actually erected by a purchaser on a different site to that which was conveyed to him.

It is a good idea to make an epitome of the title showing the changes in ownership. This can be checked up with the abstract and will draw attention to any defects which arise.

On the first perusal of the abstract, mortgages should be particularly noted, and the abstract carefully followed to see that such mortgages have been paid off and discharged. If there is a mortgage still outstanding, provision will have to be made by the vendor's solicitor to pay it off either before or at completion. If the mortgage also affects other property, and is not being paid off either before or on completion, the mortgagee will have to join in the conveyance to free the property from the mortgage. If the vendor is a mortgagee selling under a power of sale in a mortgage, the abstract of the mortgage should be perused to

see if the power of sale is given in the mortgage deed, although it should be remembered that the mortgagee has a statutory power of sale.

It very often happens that some of the deeds forming the chain of title relate to a larger property of which the particular house or land now being sold is a part only. In such a case the vendor's solicitor usually pencils on the abstract the name and address of the person at whose office such